



# SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

LEONARD G. ANDERSON  
VICE PRESIDENT AND TREASURER

November 22, 1976

150-20-2-208

RECORDATION NO. 6296-C

NOV 23 1976 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

6-328A051

NOV 23 1976

Fee \$1.00

ICC Washington, D. C.

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Oswald:

We enclose for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1 - 5, inclusive, of a Supplemental Assignment dated as of November 22, 1976, to Conditional Sale Agreement and Assignment thereof, both dated as of August 15, 1971, described in detail below, filed with the Commission for recordation on September 3, 1971, at 9:30 AM and bearing Recordation No. 6296. A Statement of Replacement of Equipment dated June 1, 1973 was filed with your Commission on June 8, 1973 at 9:30 AM and assigned Recordation No. 6296-A, and a Statement of Replacement of Equipment dated May 2, 1974 was filed with your Commission on May 9, 1974 at 3:15 PM and assigned Recordation No. 6296-B.

Each of the enclosed counterparts constitutes an original and for recordation purposes counterpart No. 3 may be treated as an original.

1. Names and addresses of parties to the Supplemental Assignment

(a) Assignee - Chemical Bank, as Agent, 20 Pine Street,  
New York, New York 10015

(b) Successor Assignee - Bankers Trust Company, as Agent,  
P. O. Box 318, Church Street Station, New York,  
New York 10015

2. Description of equipment covered by Conditional Sale Agreement, as supplemented, and Statements of Replacement

The equipment is marked as follows:

"CHEMICAL BANK, AGENT-SECURITY OWNER"

*16 Enclosed HCL*

NOV 22 1976  
RECORDED

Mr. Robert L. Oswald

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<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Designation</u>	<u>No.</u>	<u>SCL Road Numbers</u>
Box Cars	77-ton 50'6"	XL	999	23150-23187, incl.; 23139-23285, incl.; 23237-23318, incl.; 23320-23580, incl.; 23532-23658, incl.; 23660-23685, incl.; 23637-23690, incl.; 23692-23897, incl.; 23899-23949, incl., and 23951-24149, incl.
Box Cars	55-ton 40'6"	XL	1	12689
Wet Rock Cars	100-ton triple hopper	HTS	7	155398-155404, incl.

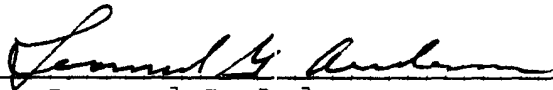
3. The original Supplemental Assignments (counterparts Nos. 3, 4 and 5) should be returned to Mr. Erle J. Zoll, Jr., 1000 Connecticut Avenue, N.W., Washington, D. C. 20036, acting on my behalf.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the recordation fee for the Supplemental Assignment is enclosed.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson  
Vice President and Treasurer

NOV 23 1976 - 10 00 AM

~~EXHIBIT~~ ~~ORIGINAL~~ ~~ASSIGNMENT~~

THIS SUPPLEMENTAL ASSIGNMENT, dated as of November 22, 1976, between CHEMICAL BANK, a corporation organized and existing under the laws of the State of New York, as Agent (hereinafter sometimes called "Assignee"), under a Finance Agreement dated as of August 15, 1971, among Chemical Bank, Seaboard Coast Line Railroad Company, and the parties named in Schedule A thereto and BANKERS TRUST COMPANY, a banking corporation organized and existing under the laws of the State of New York, as successor Agent under said Finance Agreement (hereinafter sometimes called "Successor Assignee").

## W I T N E S S E T H:

WHEREAS, under a Conditional Sale Agreement dated as of August 15, 1971 (the "Conditional Sale Agreement"), by and between PULLMAN INCORPORATED (Pullman-Standard Division) (therein called the Builder and sometimes herein called "Vendor") and SEABOARD COAST LINE RAILROAD COMPANY (therein called the Railroad and sometimes herein called "Vendee"), the Vendor agreed to construct, sell and deliver to Vendee and Vendee agreed to buy from Vendor and to accept delivery of certain items of railroad equipment described therein (hereinafter called "Equipment");

WHEREAS the Vendor by an Agreement and Assignment dated as of August 15, 1971, sold, assigned, transferred and set

over to the Assignee, its successors and assigns, all right, title and interest of the Vendor under said Conditional Sale Agreement subject to certain exceptions and upon the terms and provisions as provided therein; and

WHEREAS, Section 7 of said Agreement and Assignment provides that the Assignee may assign to the Successor Assignee all right, title and interest of the Assignee under said Conditional Sale Agreement upon the terms and conditions provided in Section 7.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE ONE

The Assignee hereby substitutes the Successor Assignee for the Assignee under said Agreement and Assignment, and the Successor Assignee agrees to be substituted for the Assignee under said Agreement and Assignment.

#### ARTICLE TWO

The Assignee does hereby assign, transfer and set over all of the right, title and interest of the Assignee under the Conditional Sale Agreement and said Agreement and Assignment and in and to the Equipment to the Successor Assignee, its successors and assigns, and the Successor

Assignee does hereby accept said assignment.

#### ARTICLE THREE

The Conditional Sale Agreement and said Agreement and Assignment are in all respects otherwise ratified and confirmed, and all the terms and conditions thereof shall be and remain in full force and effect.

#### ARTICLE FOUR

This Supplemental Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

#### ARTICLE FIVE

Any notice to the Successor Assignee hereunder or under the Conditional Sale Agreement or said Agreement and Assignment shall be deemed to be properly served if delivered or mailed to the Successor Assignee at Post Office Box 318, Church Street Station, New York, New York 10015, attention: Corporate Trust Division.

IN WITNESS WHEREOF, the Assignee and Successor Assignee have caused this instrument to be executed in their respective names by their respective officers thereunto duly

authorized, and their respective corporate seals to be affixed,  
duly attested, as of the date first above written.

CHEMICAL BANK, as Agent

by

*L. H. Hurd*  
Senior Trust Officer

(Corporate Seal)

ATTEST:

*E. J. Martin*  
Assistant Secretary

BANKERS TRUST COMPANY, as successor  
Agent

by

*W. K. Hughes*  
ASSISTANT VICE PRESIDENT

(Corporate Seal)

ATTEST:

*W. M. Callahan*

ASSISTANT SECRETARY



STATE OF NEW YORK, )  
                              ) ss.:  
COUNTY OF NEW YORK,)

On the 19<sup>th</sup> day of November 1976, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a \_\_\_\_\_ of BANKERS TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

  
\_\_\_\_\_  
Notary Public

Notary Public  
Qualified under the Notary Law of the State of New York  
Commission Expires March 30, 1977



ACKNOWLEDGMENT OF  
NOTICE OF ASSIGNMENT

SEABOARD COAST LINE RAILROAD COMPANY hereby  
acknowledges due notice of and consents to the assignment  
made by the foregoing Supplemental Assignment as of November  
22, 1976.

SEABOARD COAST LINE RAILROAD  
COMPANY,

by

Donald B. Anderson  
Vice President and Treasurer